

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):

Robert D. Freeman; David W. Niss; Thomas E. Berg; Peter J. Raymond

Assignee:

DPHI Acquisitions, Inc.

Title:

Tilt Focus Method and Mechanism for an Optical Drive

Serial No.:

09/557,284

Filing Date:

April 24, 2000

Examiner:

Unassigned

Group Art Unit: 2754

Docket No.:

M-8745 US

COMMISSIONER FOR PATENTS

Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez MacPherson Kwok Chen & Heid LLP 2001 Gateway Place, Suite 195E San Jose, CA 95110 Phone: (949) 752-7040

Fax: (408) 392-9262

LAW OFFICES OF ERSON EWOK CHEN & HEID I.LP MECHELION DRIVE

EUITE 210 IRVINE CA 92612 (949) 732-7040 PAX (949) 752-7049

Serial No. 09/557,284

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Robert D. Freeman To: DataPlay.com

2. From: David W. Niss To: DataPlay.com

3. From: Thomas E. Berg To: DataPlay.com

4. From; Peter J. Raymond To DataPlay.com

The document was recorded in the United States Patent and Trademark Office at Reel 010767 Frame 0178.

5. From: DataPlay.com To: DataPlay, Inc.

The Change of Name document attached hereto.

6. From: DataPlay, Inc To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423.

7. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

DPHI Acquisitions, Inc.

(Signature)

Name: William J. Almon, Jr.

Title: President & CEO.

TEFFREY L. KOBERTS DIRECTOR, FINANCE

-2-

Serial No. 09/557,284

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& HEID LAP
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IRVINE CA 92612
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PAX (949) 792-7049

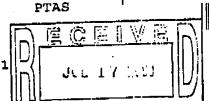


UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

JULY 11, 2000

SHERIDAN ROSS P.C. TODD P. BLAKELY, ESQ. 1560 BROADWAY, SUITE 1200 DENVER, COLORADO 80202-5141



101354451A

UNITED STATES SALEMDAND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/24/2000

REEL/FRAME: 010767/0178

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FREEMAN, ROBERT DAVID

DOC DATE: 04/17/2000

ASSIGNOR:

BERG, THOMAS EDWARD

DOC DATE: 04/17/2000

ASSIGNOR:

NISS, DAVID WILLIAM

DOC DATE: 04/17/2000

· ASSIGNOR:

RAYMOND, PETER JEFFREY

DOC DATE: 04/17/2000

ASSIGNEE:

DATAPLAY.COM 6200 LOOKOUT ROAD

BOULDER, COLORADO 80301

SERIAL NUMBER: 09557284

PATENT NUMBER:

FILING DATE: 04/24/2000

ISSUE DATE:

05-10-2000





4/24/00

101354451

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re the Application of:

FREEMAN ET AL.

Serial No.: To be Assigned

Filed: Filed Herewith

Atty. File No.: 4154-11

For:

"TILT FOCUS METHOD AND

MECHANISM FOR AN OPTICAL

DRIVE"

BOX ASSIGNMENTS
Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Robert David Freeman Thomas Edward Berg David William Niss Peter Jeffrey Raymond

2. Name and address of receiving party(ies):

DataPlay.com 6200 Lookout Road Boulder, Colorado 80301

05/10/2000 INGUYEN 00000048 09557284

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Group Art Unit:

Examiner:

SIGNATURE:

RECORDATION OF ASSIGNMENT

"EXPRESS MAIL" MAILING LABEL NUMBER: EL417663897US

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSES SERVICE UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231.

TYPED OR PRINTED NAME: Lori R. Arellano

EXHIBIT B

3.	Natur	e of Conveyance:	•	
	[X] []	Assignment Security Agreement Other:	[]	Merger Change of Name
	Execu	ation Date: April 17, 2000		
4.	Appli	cation number(s) or patent	number(s)
		document is being filed tog oplication is: April 17, 2000		n a new application, the execution date o
	A.	Patent Application No.(s)	: None.	
	B.	Patent No.(s): None.		
5 .	Name be ma		om corres	spondence concerning documents should
·		Todd P. Blakely, Esq. Sheridan Ross P.C. 1560 Broadway, Suite 12 Denver, Colorado 80202-		
6.	Total	number of applications and	l patents i	nvolved: <u>1</u> .
7.	Total	fee (37 CFR 3.41)	\$40.00).
	[X]	Enclosed.		
	[X]	Any deficiency in payme Deposit Account.	ent of reco	ording fee is authorized to be charged to
	[]	Authorized to be charged	to deposi	t account.
Q	Deno	sit account number: 19-	1 9 70	

Statement and signature.

Date: April 24, 2000

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Total number of pages including cover sheet, attachments and document: 7

Respectfully submitted,

SHERIDAN ROSS P.C.

By:

Todd P. Blakely

Registration No. 31,328 1560 Broadway, Suite 1200 Denver, Colorado 80202-5141

(303) 863-9700

ASSIGNMENT

WHEREAS, we, Robert David Freeman of 4747 Anne Place, Erie, Colorado 80516; Thomas Edward Berg of 4801 Chippendale Drive, Fort Collins, Colorado 80526; David William Niss of 5466 La Plata Circle, Boulder, Colorado 80301; and Peter Jeffrey Raymond of 7501 Weld County Road 7, Erie, Colorado 80516, have invented a certain new and useful invention entitled "TILT FOCUS METHOD AND MECHANISM FOR AN OPTICAL DRIVE," for which an application for Letters Patent of the United States has been prepared for filing, said application being identified as Attorney File No. 4154-11;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, DataPlay.com, a Delaware corporation having a place of business at 6200 Lookout Road, Boulder, Colorado 80301, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than DataPlay.com and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to DataPlay.com, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 4/17/00	By: Krant David Freeman
Date: 4/11/80	By: Momen Edward Bay

Date: 4//7/00	David William Niss
Date: 4/17/00	By: Peter Jeffrey Raymond Peter Jeffrey Raymond

Before me, a Notary Public in and for said County and State, personally appeared Robert David Freeman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this ____/7_ day of April, 2000.

Maral Meyers
Notary Public

My Commission Expires: 7-24-62



My Commission Expires 07/29/2002

STATE OF (planado) ss.

Before me, a Notary Public in and for said County and State, personally appeared Thomas Edward Berg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____/7 day of April, 2000.

My Commission Expires: 7-29.02

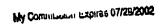


Before me, a Notary Public in and for said County and State, personally appeared David William Niss, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of April, 2000.

My Commission Expires: 7-29-02

3--



COUNTY OF Boulder) ss.

Before me, a Notary Public in and for said County and State, personally appeared Peter Jeffrey Raymond, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this ______ day of April, 2000.

Cased Mayes

Notary Public

My Commission Expires: 7-24-02



Mai-11-00 11:00am



State of Delaware Certificate of Amondment of Restated Certificate of incorporation of DataPiny.com, Inc.

It is hereby certified that:

First:

The name of the corporation (hereinailer called the "corporation")

is DataPlay.com, Inc.

Second:

Article I of the Certificate of Incorporation is hereby amended by striking out Article I thereof and substituting in lieu of said Article

the following new Article I:

"1

The name of this corporation is DataPlay, Inc."

Third!

The foregoing amendment to the Restated Certificate of Incorporation of the corporation has been duly adopted by the directors and stockholders of the corporation in accordance with provisions of Sections 141, 228, and 242 of the General

Corporation Law of the State of Delaware.

Fourtht

The capital of said corporation shall not be reduced under or by

reason of said amendment.

Signed on March 15, 2000.

UNANDMOUS WRITTEN CONSENT, Exhibit A - 3-1-40 2/25/00

Received from < 949 752 7049 > at 8/4/03 5:37:02 PM [Eastern Daylight Time]

03/21/3003 03:35 3034445120

DPHI ACQUISITIONS

PAGE 1

State of Delaware Office of the Secretary of State

I, EDMAND J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAMARE, DO HERERY CERTIFY THE ATTACKED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF RECENTMENT OF "DATAPLAY.COM, INC.", CHANGING ITS NAME FROM "DATAPIAT.COM, INC." TO "DATAPIAT, INC.", TILED IN THIS OFFICE OR THE SEVENTERHOR BAT OF MARCE, A.D. 2000, AT 2:38 O'CLOCK F.M.

A FILED COPY OF THIS CERTIFICATE SAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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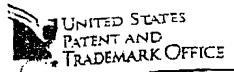
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AUTHENTICATION:

03-21-00

DATE



ARCH 20, 2002 ...

PTA5

Chief Information Officer Washington, DC 20231 www.uspta.gov

SILICON VALLEY BANK SHANNEN HUBBARD LCAN DOCUMENTATION HALSS 3003 TASMAN DR. SANTA CLARA, CA 95054

·101971997A*

UNITED STATES PATENT AND TRADEGARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE J.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATERT AND TRADERARY ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR MAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-1, 1213 JEFFERSON DAVIS HWY, SULTE 320, WASHINGTON, D.C. 20231.

ECORDATION DATE: 01/29/2002

REEL/YRAME: 012493/0423 NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

ASSIGNOR:

DATAPLAY, INC.

DOC DATE: 12/20/2001

FILING DATE: 05/20/1999

FILING DATE: 03/15/2001

FILING DATE: 12/29/2000

FILING DATE: 03/17/2000

ISSTE DATE:

ISSUE DATE:

ISSUE DATE:

ISSTE DATE:

ASSIGNEE:

SILICON VALLEY BANK

3003 TASMAN DR.

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SANTA CLARA, CALIFORNIA 95054

SEPERL NUMBER: 09315398 *

PATENT NUMBER:

SERIAL NUMBER: 09753356 ,

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SERIAL NUMBER: 09753109 .

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MARCUS KIRK, EXAMENER ASSIGNMENT DIVISION OFFICE OF FUBLIC RECORDS FILING DATE: 08/27/2001 15505 DATE:

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FILING DATE: 08/27/2001 M-1204)

ISSUE DATE:

FILING DATE: 08/27/2001 W- 12042

ISSUE DATE:

FILES DATE: 08/27/2001 M-12043

ISSUE DATE:

From-HUTCHINSON BLACK and COOK, LLC 03-29-03 01:14pm

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ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, ENTREPRENEURS' FUND II, LP., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, whatever form or media); and title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

- 1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion
- 2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology. thereof. together with any reissue, continuation, division, continuation in part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.
 - 3. At any time, and from time to time after the date of execution of this Assignment, Assignore shall forthwith upon Assignee's request, take any and all steps to

03-20-03 D1:14PD From-HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.03 F-873

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of

- 4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to the aforesaid rights and causes of action more effectively. This includes, but Is not limited to, enforce any claim or right of any kind with respect thereto. This includes, but Is not limited to, enforce any claim or right of any kind with respect thereto. This includes, but Is not limited to, enforce any claim or right of any kind with respect thereto. Assignors' favor any rights with respect to the Technology that may accrue or have accrued in Assignors from the respective date of creation of the Technology to the date of this Assignment. Assignors from the respective date of creation of the Technology to the date of this Assignment.
 - 5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or Assignee's use, sale, offer for sale, modification, making, maintenance, support, and exchainly distribution of any of the Technology, Assignors hereby grant to Assignee an exchainly introvocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right introvocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right introvocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right increases to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, and license to exploit and exercise and license to exploit and exercise and exercise and license to exploit and exercise
 - 6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable, necessary so that this Assignment shall otherwise remain in accordance with the laws of the State of This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASAE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE COMPLIANCE TECHNOLOGY; FOR TECHNOLOGY THE OF MERCHANTABILITY

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T-826 P.04/27 F-873

Prom-HUTCHINSON BLACK and COOK, LLC 01:15pm 83-29-03

> RULES. LAWS. ANY REQUIREMENTS OF PATENT THERETO: INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR THE PERTAINING **TECHNOLOGY** WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR: WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON TECHNOLOGY. WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING OF ANY KIND OR NATURE, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOHVER AND HOWSOHVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation of warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assigned accepts the Technology subject to the terms of this Assignment.

Assignce agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology of as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignots harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

[The remainder of this page intentionally left blank]

T-826 P.05/27 F-873 3034426593 93-20-03 01:15pm From-HUTCHINSON BLACK and COOK, ELC IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name. SILICON VALLEY BANK Date: 3-4-2003 GATX VENTURES, INC. Signature of Assignor Printed Name and Title SEQUEL ENTREPRENEURS' FUND II, L.P. as Colleteral Agent Signature of Assignor Date: Printed Name and Title

08-20-03 01:15pa	From-HUTCHINSON BLACK and COOK, LLC	3034426593	T-826 P.95/21 F-010
name.	WHEREOF, Assignors have cau	sed this Assignment to be sig	ned in Assignors'
Date:		Printed Name and Title	
Date: 3-4-		Printed Name and Title	D VP
SEQUEL E	NTREPRENEURS' FUND II, L.I 1 Agent		
Date:		Signature of Assignor Printed Name and Title	

T-826 P.07/27 F-873

3034426593 03-20-93 01:18pm From-HUTCHINSON BLACK and COOK, ILC IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name. STLICON VALLEY BANK Signature of Assignor Printed Name and Title GATX VENTURES, INC. Signature of Assigner Printed Name and Title as Collateral Agent Signature of Assignor

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Technology Center 2600

MacPherson Kwok Chen & Heid LLP

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August 4, 2003

Technology Center 2600

Commissioner For Patents Washington, D.C. 20231

Re:

Applicant(s):

Robert D. Freeman, David W. Niss, Thomas E. Berg

and Peter J. Raymond

Assignee: Title:

DPHI Acquisitions, Inc.

Tilt Focus Method and Mechanism for an Optical

Drive

Serial No.:

09/557,284

Filed: 04/24/2000

Examiner:

Unassigned

Group Art Unit: 2754

Docket No.:

M-8745 US

Dear Sir:

Transmitted herewith are the following documents in the above-identified application:

(1) This Transmittal Letter;

(2) Power of Attorney By Assignee Of Entire Interest (2 pages);

- (3) Exhibit A: Copy of Notice of Recordation of Assignment Document (1 page);
- (4) Exhibit B: Copy of Recordation of Assignment Document (7 pages);
- (5) Exhibit C: Copy of Name Change Document, from DataPlay.com to DataPlay, Inc. (2 pages);
- (6) Exhibit D: Copy of Notice of Recordation of Assignment Document (4 pages); and
- (7) Exhibit E: Copy of Assignment from Silicon Valley Bank et al. to DPHI Acquisitions, Inc. (6 pages)
- Also, charge any additional fees required and credit any overpayment to 冈 our Deposit Account No. 50-2257

Respectfully submitted,

Attorney for Applic Reg. No. 44,881

I hereby certify that this correspondence is being transmitted via facsimile to telephone number (703)746-9195 addressed to: Office of Initial Patent Examination, Commissioner for Patents, Washington, D.C. 20231, on August 4, 2003.

Adriana Giberson

4/03 Date of Signature AUG-04-2003 02:25 PM MacPherson_Kwok_Chen 949 752 7049 P.01

MacPherson Kwok Chen & Heid LLP

1762 Technology Drive Suite 226 San Jose, CA 95110 2602 Michelson Drive Suite 210 Irvine, CA 92612

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Date:	August 4, 2003		
To:	Office of Initial Patent Examination	Fax Telephone#:	(703) 746-9195
From:	Theodore P. Lopez	Date Sent:	August 4, 2003
Subject:	Submission of Power of Attorney by Assignee for Application Serial No. 09/557,284	Time Sent:	
Client/File:	M-8745 US	Fax Operator:	Adriane Giberson

This transmittal consists of 24 total page(s), including this cover sheet.

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